In consideration of the sum of one dollar a year to be paid by the city for the telephone connection and service to be furnished hereunder, it is agreed by the company that it will furnish to the city telephone connection and service as follows: One set of telephone instruments and local exchange service in connection therewith, for each Two Thousand (2000) of population of said city, as evidenced by the last and each succeeding United States or State census of the population of said city, until said population shall amount to One Hundred and Fifty Thousand (150,000) - it being expressly understood that fractional parts of Two Thousand will not be reckoned in computing the number of telephones to be furnished; such service to continue so long as said company shall receive from the proper municipal officers, upon its application therefor, such locations for poles and conduits for the maintenance of its wires as the proper conduct and extension of its business may from time to time require, and all permits, orders and approvals necessary for entering upon and completing the work. Provided, however, that if any fee, license or tax shall be imposed upon the company by the State or by the City, under authority of law as compensation for the granting of such

the furnishing by the company to the city of one gain for the accommodation of telephone and signal wires belonging to the city and used exclusively for municipal purposes, at the top of each of its poles now or hereafter erected in said city, and one duct for the accommodation of wires as above designated in its conduit constructed in said city. It is also understood that the service herein agreed to be furnished is limited to telephone stations within two miles of the company's central office in said city, and along the route of its existing pole lines and conduits, and that for stations within the city other than as above limited the city shall pay mileage and installation charges at the company's regular rates. Stations outside the city limits shall not be considered as included under the provisions of this contract, and it is understood that telephone service for the city other than that furnished under the terms of this contract is to be paid for at the company's regular rates to its subscribers and customers.

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

BY

Fan

GENERAL MANAGER.

Lasper A. Keller